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Officer / Manager

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DEED OF SALE

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THIS DEED OF SALE is made at Ponda, Goa, on this Esst day of the month of April of the year Two Thousand Thirteen (28.03.2013);

#### **BETWEEN**

- 1. Mrs. MARIA SIBLINA AUGUSTA FILOMENA DE SOUZA AGUIAR e DIAS alias MARIA SIBLINA AGUIAR DIAS alias MARIA SIBLINA AUGUSTA FILOMENA D' SOUZA AGUIAR DIAS, daughter of late Joao Antonio Basilio Francisco de Santana Aguiar, aged about 80 years, housewife, Overseas Citizen of India having OCI No. dated 08.06.2011 and holding Income Tax , and her husband,

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### AND

3. M/s. VIBHAV REAL ESTATE, a registered Partnership Firm having its Office at House No. 1398, Borda, Margao, Goa, holding Income Tax PAN duly represented herein by its Partner, Shri. Vibhav Pundalik Parkar, son of Pundalik Tukaram Parkar, aged about 23 years, businessman, Indian National, residing at House No. 1398, Borda, Margao, Goa; hereinafter referred to as "the FIRST PURCHASER" (which expression, unless repugnant or contrary to the context or meaning thereof, shall include all its Partners, successors, administrators, executors and assigns) of the SECOND PART;

### AND

4. MADANANT CONSTRUCTIONS (GOA) PVT. LTD., a Company incorporated under The Companies Act 1956, with the Registrar of Companies at Panaji, Goa, holding Income Tax PAN ' \_\_\_\_\_, having its registered Office at Chandor, Salcete, Goa; hereinafter referred to as "the SECOND PURCHASER" (which expression, unless repugnant or contrary to the context or meaning thereof, shall include all its successors, administrators, executors and assigns) of the THIRD PART.

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WHEREAS the FIRST PURCHASER and the SECOND PURCHASER, are collectively referred herein below as "the PURCHASERS", for the sake of brevity and convenience;

AND WHEREAS the SECOND PURCHASER is represented herein by its Managing Director, Shri. Sudin Naguesh Verenkar, son of late Naguesh Surya Verenkar, aged about 49 years, businessman, residing at House No. 196, Chandor, Salcete, Goa – 403 174, vide Resolution of the Board of Directors of the SECOND PURCHASER dated 26.03.2013, a true copy whereof is being presented to the Sub-Registrar of Ponda along with this Deed at the time of presentation of this Deed before him for registration under The Indian Registration Act, 1908;

AND WHEREAS the property described in SCHEDULE-I hereto, which is hereinafter referred to as "the entire property" for the purposes of previty and convenience, was initially owned by Mr. Joao Antonio Basilio Francisco de Santana Aguiar alias Joao Aguiar, who died intestate on 24.08.1962 in the status of having married to Mrs. Maria Ilda Clementina Amelia de Graca Adelaide de Souza Aguiar alias Ilda Souza Aguiar and leaving behind him, as his heirs, his 7 (seven) children;

AND WHEREAS, upon death of the said Mr. Joao Antonio Basilio Francisco de Santana Aguiar alias Joao Aguiar, his above

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mentioned widow, namely, Mrs. Maria Ilda Clementina Amelia de Graca Adelaide de Souza Aguiar alias Ilda Souza Aguiar filed Orphanological Inventory Proceedings No. 37/1962 in the Judicial Court of Ponda, for the partition of assets left behind by late Mr. Joao Antonio Basilio Francisco de Santana Aguiar alias Joao Aguiar among his said widow and his said seven children, some of whom were minors in age at that time;

AND WHEREAS the said Orphanological Inventory Proceedings No. 37/1962 were later on transferred to the Court of Judicial Division of Panaji and re-registered as Orphanological Inventory Proceedings no. 6/65 and vide the final order dated 21.12.1965 of the Civil Judge, Senior Division at Panaji, the said Inventory Proceedings were disposed of effecting the partition of the assets of late Mr. Joao Antonio Basilio Francisco de Santana Aguiar alias Joao Aguiar, between his said widow and his seven children;

AND WHEREAS, thereafter and on 13.01.1978, the said widow, namely, Mrs. Maria Ilda Clementina Amelia de Graca Adelaide de Souza Aguiar alias Ilda Souza Aguiar expired, but before her death, she had gifted some of the assets allotted to her in the above mentioned Orphanological Inventory Proceedings No. 6/65, which was filed upon death of her above named husband;

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AND WHEREAS, during the pendency of the above mentioned Orphanological Inventory Proceedings No. 6/65, two of the sisters of late Mr. Joao Antonio Basilio Francisco de Santana Aguiar alias Joao Aguiar, namely Miss Maria Francisca Eugenia Aguiar and Mrs. Eva Vitalina Hortencia Aguiar Lopes, filed "Embargos" challenging the enlisting in the said Inventory Proceeding some of the properties which were alleged to belong to the estate of late Antonio Pedro F. de Aguiar and Maria August Cabral, regarding which assets a separate Inventory Proceedings No. 7/82 had been filed before the Judicial Court of Ponda and which Proceedings were pending before the said Court;

AND WHEREAS, in the year 1984, the said two sisters i.e. Miss Maria Francisca Eugenia Aguiar and Mrs. Eva Vitalina Hortencia Aguiar Lopes and all the heirs of late Mr. Joao Antonio Basilio Francisco de Santana Aguiar alias Joao Aguiar and his deceased wife, Mrs. Maria Ilda Clementina Amelia de Graca Adelaide de Souza Aguiar alias Ilda Souza Aguiar, decided to settle the matter of controversies between them, which arose in view of said "Embargos" filed by the said Miss Maria Francisca Eugenia Aguiar and Mrs. Eva Vitalina Hortencia Aguiar Lopes in the Orphanological Inventory Proceedings No. 6/65 and in view of the Inventory Proceedings No. 7/82 filed for partition of assets of late Mr. Antonio Pedro F. de Aguiar and Maria August Cabral, in order

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not to disturb the harmony and cordial relationship between them, and executed between all of them an Instrument of "Deed of Family Arrangement" dated 04.06.1984 duly registered in the Office of the Sub-Registrar of Ponda under No. 168 at pages 227 to 279 of Book No. I, Volume No. 97 on 13.03.1986, whereby, inter alias, the entire property described in SCHEDULE-I hereto was physically partitioned in metes and bounds into various Plots and the Plot No. 4 thereof shown to be having an area of total 12,542 square meters as fully described in SCHEDULE-II hereto and hereinafter referred to as "the subject plot", for the purposes of brevity and convenience, was allotted to the VENDORS herein, and such partition of all the assets effected under the said Instrument of "Deed of Family Arrangement" dated 04.06.1984 was acknowledged by the Court of Civil Judge, Senior Division at Panaji in the said Orphanological Inventory Proceedings No. 6/65 vide Judgment dated 24.08.1984;

AND WHEREAS, the original survey holding of Survey No. 192 also referred as Survey No. 192/1 of Ponda Village, which pertained originally to the entire property described in SCHEDULE-I hereto, was partitioned by the Revenue Authorities in pursuance to the partition effected under the said Deed of Family Arrangement dated 04.06.1984, and the subject Plot, which was allotted to the VENDORS herein or separately

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surveyed under new survey Holding bearing Survey No. 192/1-C of Ponda Village;

AND WHEREAS, although the actual area of the land described in SCHEDULE-II i.e. of the subject plot is 12,542 square meters, the Survey Authorities vide the Judgment and Order dated 07.07.2008 passed by the Dy. Collector & S. D. E. O. of Ponda Sub-Division passed in Case No. LRC/PART/9/31/99 calculated and held that the actual area of the said land, which is now surveyed under new Survey No. 192/1-C of Ponda Village is only 11,700 square meters i.e. short by an area of 842 square metes;

AND WHEREAS the VENDORS represent to the PURCHASERS as follows:-

- (a) That they are the exclusive owners in possession of the subject plot described in SCHEDULE-II hereto;
- (b) That the title and possession of the VENDORS in respect of the subject plot described in SCHEDULE-II hereto, or any part thereof, is free, clear and marketable;
- (c) That there are no encumbrances, charges, onus or other liabilities on or secured against, the subject plot described in SCHEDULE-II hereto, or any part thereof;

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- (d) That the VENDORS have not entered into any agreement or transaction or arrangement in respect of the subject plot described in SCHEDULE-II hereto, or any part thereof;
- (e) That there are no outgoings such as land revenue amounts, duties, charges, taxes, whatsoever, outstanding to be paid in respect of the subject plot described in SCHEDULE-II hereto, or any part thereof;
- (f) That there is no Order or Decree of any Court, Tribunal, Forum or other judicial or quasi-judicial authority, restricting or prohibiting transfer of the subject plot described in SCHEDULE-II hereto, or any part thereof;
- (g) That the subject plot described in SCHEDULE-II hereto, or any part thereof, is not subject to any Order of any Government, local authority or any other lawful authority, attaching or seizing the subject plot described in SCHEDULE-II hereto, or any part thereof or restricting the transfer thereof or any part thereof;
- (h) That the subject plot described in SCHEDULE-II hereto, or any part thereof, is not subject matter of any right or interest of any members of the Scheduled Castes or Scheduled Tribes; and

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(i) That the VENDORS are fully entitled to transfer the subject plot described in SCHEDULE-II hereto, or any part thereof in favour of the PURCHASERS.

AND WHEREAS, based on the above mentioned representations of the VENDORS, the PURCHASERS have agreed to purchase from the VENDORS the subject plot described in SCHEDULE-II hereto and every part thereof;

AND WHEREAS the VENDORS have agreed to sell to the PURHCASERS the subject plot described in SCHEDULE-II hereto.

# NOW THIS DEED WITNESSES AS UNDER:-

1. For a total price consideration of Rs. 12,00,00,000/- (Rupees Twelve Crores Only) partly paid by the PURCHASERS to the VENDORS and partly agreed to be paid in kind by the PURCHASERS to the VENDORS as demonstrated hereafter, the VENDORS do hereby convey and transfer by way of absolute sale and free of all encumbrances, UNTO the PURCHASERS, all that piece and parcel of land identified as Plot 4 of the entire property described in SCHEDULE-I hereto, which Plot 4 is fully described in SCHEDULE-II hereto and is herein referred to as "the subject plot" so that, all times hereinafter, the PURCHASERS shall be jointly and in

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equal shares, HOLD, HAVE, POSSESS and ENJOY the subject plot described in SCHEDULE-II hereto, as he absolute owners thereof along with all the rights, interests, advantages, benefits, privileges, easements, whatever available and whatever contained in and attached thereto and together with all that is situated therein, without any claim, objection, demand, impediment, obstruction, etc. from any person whomsoever, including the person claiming any interest or right through the VENDORS or any of them.

2. The above mentioned total price consideration of Rs. 12,00,00,000/- (Rupees Twelve Crores Only) has been partly paid and partly shall be paid or delivered by the PURCHASERS to the VENDORS, as per the option exercised by the VENDORS, in the following:-

Srl. Details Value (Rs.)

1. Vide Cheque No. 000869 dated 27.03.2013 drawn by the FIRST PURCHASER on Ponda Branch of The Bicholira Urban Co-operative Bank Ltd., in favour of member No. 1 of the VENDORS;

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1,32,50,000/-



Vide Cheque No. 019849 dated 40,00,000/27.03.2013 drawn by the SECOND
PURCHASER on Margao Branch of
The Goa State Co-operative Bank Ltd.,
in favour of member No. 1 of the
VENDORS;

Vide Cheque No. 024851 dated 92,50,000/27.03.2013 drawn by the SECOND
PURCHASER on Margao Branch of
Corporation Bank, in favour of member
No. 1 of the VENDORS;

Vide Cheque No. 000870 dated 1,32,50,000/25.06.2013 drawn by the FIRST
PURCHASER on Ponda Branch of
The Bicholim Urban Co-operative Bank
Ltd., in favour of member No. 1 of the
VENDORS;

5. Vide Cheque No. 024852 dated 1,32,50,000/25.06.2013 drawn by the SECOND

PURCHASER on March Branch of

Corporation Bank, in favour of member

No. 1 of the VENDORS;

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of the VENDORS, on ownership basis, the premises of 3 (three) Nos. of interconnected Shops having total super built up area of 185.50 square meters, to be situated on the ground floor of the building to be constructed by the PURCHASERS in the land identified as Plot No. 47 comprising of an area of 1,000 square meters, forming part of Survey No. 65/9 in the Village of Pilerne of Bardez Taluka, regarding which a separate Agreement is being executed between the VENDORS and the PURCHASERS;

74,20,000/-

7. By constructing and delivering to either of the VEINDORS, on ownership basis, the stilt parking area having total floor area of 173 square meters, to be provided in the stilt on the ground floor level of the building to be constructed by the PURCHASERS in the land identified as Plot No. 47 comprising of

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an area of 1,000 square meters, forming part of Survey No. 65/9 in the Village of Pilerne of Bardez Taluka, regarding which a separate Agreement is being executed between the VENDORS and the PURCHASERS;

By constructing and delivering to either of the VENDORS, on ownership basis, the premises of 10 (ten) Nos. of Studio Apartments having total super built up area of 442.50 square meters, to be situated on the first floor of the building to b€ constructed by PURCHASERS in the land identified as Plot No. 47 comprising of an area of 1,000 square meters, forming part of Survey No. 65/9 in the Village of Pilerne of Bardez Taluka, regarding which a separate Agreement is being executed between the VENDORS and the PURCHASERS;

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9. By constructing and delivering to either 1,35,83,895/-of the VENDORS, on ownership basis,

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Apartments having total super built up area of 403.00 square meters, to be situated on the second floor of the building to be constructed by the PURCHASERS in the land identified as Plot No. 47 comprising of an area of 1,000 square meters, forming part of Survey No. 65/9 in the Village of Pilerne of Bardez Taluka, regarding which a separate Agreement is being executed between the VENDORS and the PURCHASERS;

10. By constructing and delivering to either of the VENDORS, on ownership basis, the premises of a single Shop of double height i.e. 5 meters height, having total super built up area of 250.00 square meters approximately, to be situated on the ground floor of the building which would be constructed by the PURCHASERS on the westernmost side of the land described in

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SCHEDULE-II hereto, regarding which a separate Agreement is being executed between the VENDORS and the PURCHASERS;

81,58,500/-

11. By constructing and delivering to either of the VENDORS, on ownership basis, the premises of 3 Nos. residential Flats with 2 bedroom, kitchen and hall arrangement, having total super built up area of 315.00 square meters, to be situated on the first floor of the building which would be constructed by the PURCHASERS on the westernmost described land of the side regarding SCHEDULE-II hereto, which a separate Agreement is being executed between the VENDORS and the PURCHASERS; and

27,19,500/-

12. By constructing and delivering to either of the VENDORS, on ownership basis, the premises of 1 (one) residential Flat with 2 bedroom, kitchen and hall arrangement, having total super built up

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area of 105.00 square meters, to be situated on the second floor of the building which would be constructed by the PURCHASERS on the westernmost side of the land described in SCHEDULE-II hereto, regarding which a separate Agreement is being executed between the VENDORS and the PURCHASERS.

Total:- 12,00,00,000/-

- 3. The VENDORS do hereby acknowledge to have received from the PURCHASERS the entire price consideration of the sale hereby executed, and in the manner stated hereinabove.
- 4. It is hereby specifically clarified that by virtue of the present Deed of Sale, the FIRST PURCHASER has become the co-owner of the subject plot described in SCHEDULE-II hereto to the extent of ideal and undivided half share in the subject plot and the SECOND PURCHASER has become the other co-owner of the subject plot described in SCHEDULE-II hereto to the extent of remaining half ideal and undivided share in the subject plot.

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5. The VENIDORS covenant with the PURCHASERS as under:-

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- (i) That they are the exclusive owners in possession of the subject plot described in SCHEDULE-II hereto;
- (ii) That the title and possession of the VENDORS in respect of the subject plot described in SCHEDULE-II hereto, or any part thereof, is free, clear and marketable;
- (iii) That there are no encumbrances, charges, onus or other liabilities on or secured against, the subject plot described in SCHEDULE-II hereto, or any part thereof;
- (iv) That the VENDORS have not entered into any agreement or transaction or arrangement in respect of the subject plot described in SCHEDULE-II hereto, or any part thereof;
- (v) That there are no outgoings such as land revenue amounts, duties, charges, taxes, whatsoever, outstanding to be paid in respect of the subject plot described in SCHEDULE-II hereto, or any part thereof;
- (vi) That there is no Order or Decree of any Court, Tribunal, Forum or other judicial or quasi-judicial authority, restricting or prohibiting transfer of the subject plot described in SCHEDULE-II hereto, or any part thereof;

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(vii) That the subject plot described in SCHEDULE-II hereto, or any part thereof, is not subject to any Order of any Government, local authority or any other lawful authority, attaching or seizing the subject plot described in SCHEDULE-II hereto, or any part thereof or restricting the transfer thereof or any part thereof;

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- (viii) That the subject plot described in SCHEDULE-II hereto, or any part thereof, is not subject matter of any right or interest of any members of the Scheduled Castes or Scheduled Tribes;
- (ix) That the VENDORS are fully entitled to transfer the subject plot described in SCHEDULE-II hereto, or any part thereof in favour of the PURCHASERS; and
- (x) That the VENDORS shall not have any charge, lien, etc. over the subject plot described in SCHEDULE-II hereto, in the event of any dispute between the VENDORS and the PURCHASERS, including the dispute regarding the premises agreed to be constructed for the VENDORS or otherwise.
- 6. The market value of the subject Plot hereby transferred is Rs. 12,00,00,000/- (Rupees Twelve Crores Only).

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### SCHEDULE-I

(Description of the entire property)

All that land denominated "BORODO" situated in the old village of Ponda, within the limits of Ponda Municipal Council, Taluka and Sub-District of Ponda, District of North Goa in the State of Goa, being the land not described in the Land Registration Office of Ilhas, but enrolled for the purposes of Portuguese Land Revenue of Ponda Village under Matriz No. 829, erstwhile surveyed for the purposes of Record of Rights of Ponda Village under No. 192 or may be 192/1, having a total area of 83,500 square meters, and bounded as follows:-

East:- By Government Forest;

West:- By National Highway Road;

North:- By the property of Carmo Aguiar; and

South:- By the property of Antonio Francisco Aureliano de Aguiar.

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### SCHEDULE-II

(Description of the subject Plot hereby sold)

All that distinct and separated part of the entire property described in SCHEDULE-I hereinabove, identified as Plot No. 4, admeasuring 11,700 square meters as per the Form No. I & XIV, surveyed under Survey No. 192/1-C and bounded as under:-

East:- By Government property pertaining to Forest Department;

West:- By National Highway;

North:- By Plot No. 5 of the entire property allotted and belonging to Mrs. Maria Sulana F. S. Aguiar Souza alias Maria Sulana Filomena D'Souza Aguiar and her husband, Mr. Neville D'Souza alias Neville Lawrence D'Souza; and

South:- By Plot No. 3 of the entire property allotted and belonging to Mrs. Maria Bernadette F. S. Aguiar Barreto and her husband, Mr. Antonio I. F. Barreto.

This land is demarcated within red colour boundaries in the Plan annexed hereto and forming integral part thereof.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands to this Deed on the day, month and year first hereinabove written.

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SIGNED AND DELIVERED Mouria Cileling Hugesla
Filomenade Sousa Aguar & Dey

by member No. 1 of the

VENDORS within named

(Maria Siblina Augusta Filomena De Souza Aguiar e Dias)

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(Left Hand Fingerprints of Mrs. Maria Siblina Augusta Filomena De Souza Aguiar e Dias)











(Right Hand Fingerprints of Mrs. Maria Siblina Augusta Filomena De Souza Aguiar e Dias)

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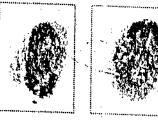
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by member No. 2 of the VENDORS within named

Partner.



(Abel Antonio Ponciano Da
Piedade Dias)

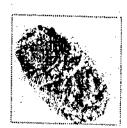








(Left Hand Fingerprints of Mr. Abel Antonio Ponciano Da Piedade Dias)











(Right Hand Fingerprints of Mr. Abel Antonio Ponciano Da Piedade Dias)

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SIGNED AND DELIVERED by the FIRST PURCHASER through its within named Partner.

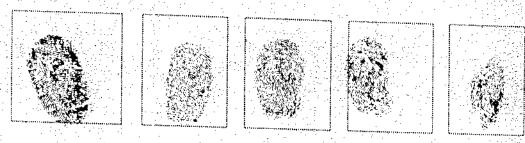
For M/s. Vibhav Real Estate

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(Vibhav Pundalik Parkar)
Partner



(Left Hand Fingerprints of Mr. Vibhav Pundalik Parkar)



(Right Hand Fingerprints of Mr. Vibhav Pundalik Parkar)

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SIGNED AND DELIVERED
by the SECOND
PURCHASER through its
within named Partner.

For Madanant Constructions
(Goa) Pvt Ltd.

(Sudin Naguesh Verenkar) Managing Director













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(Left Hand Fingerprints of Mr. Sudin Naguesh Verenkar)











(Right Hand Fingerprints of Mr. Sudin Naguesh Verenkar)

Witnesses:-

Name

Signature

1. Prasanne R. Neik.

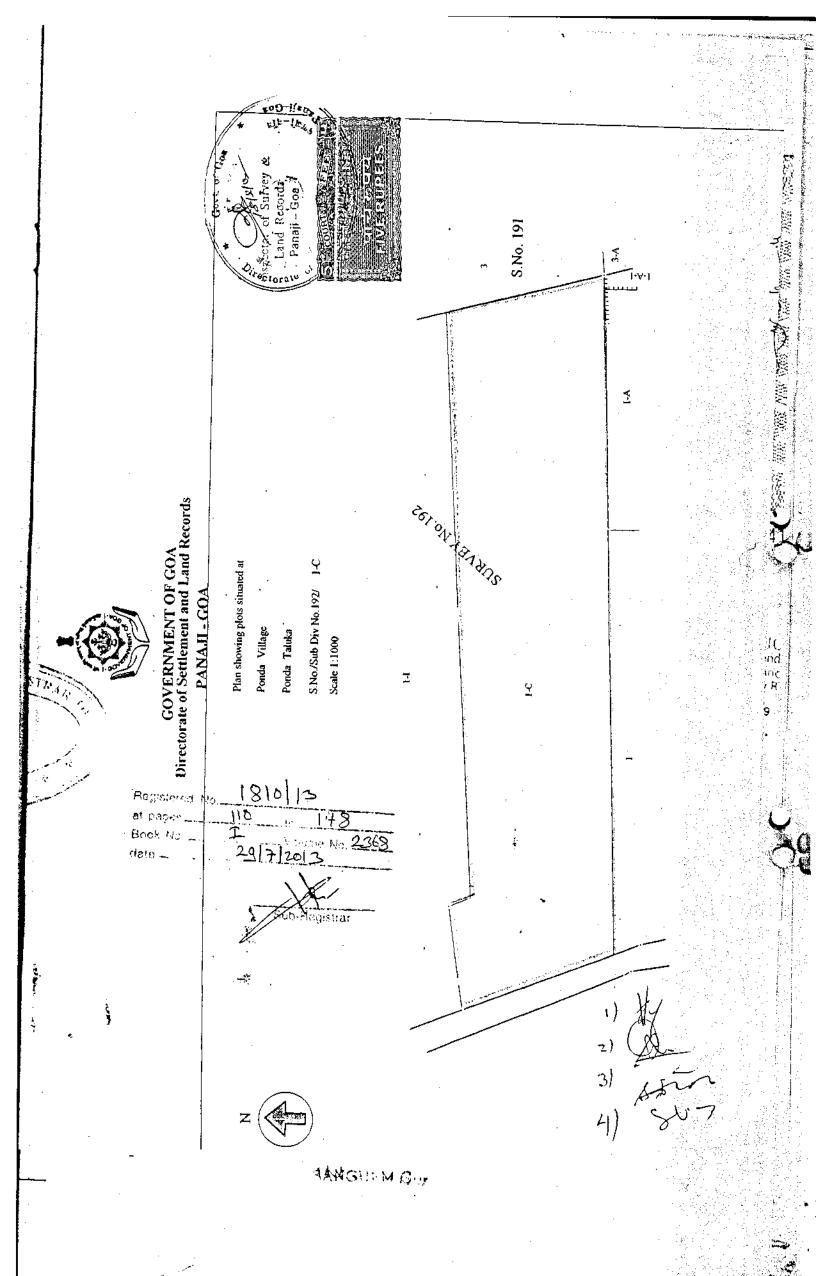
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Dias awa 1962 Dias, 810 late Amando Jose m. Dias, 89 years, restrict civil servant, Overseas attren of India, both postuguese Das ems) Abel Antonio Ponciano Da Piedade Citizen of India and has husband A guias, 80 years, housewife, Oxerseas Antonic Basillo Mancisco de Santana Soura Aguias e Dias allo Louse Joan mes madia Sibuna Augusta filomena de

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